

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Cost-Plus-Fixed-Fee		Page 1 Of 6	
2. Amendment/Modification No. P00001		3. Effective Date 2001APR09		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-CM-LGD JOHN STEVES (810)574-7272 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: STEVESJ@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) ONRRO CHICAGO 536 SOUTH CLARK ST, ROOM 208 CHICAGO, IL 60605-1588		Code N62880	
				SCD C PAS NONE ADP PT N62880			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) MICHIGAN TECHNOLOGICAL UNIVERSITY KEWEENAW RESEARCH CENTER 1400 TOWNSEND DRIVE HOUGHTON MI 49931-1295 TYPE BUSINESS: Other Educational				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-L052	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000SEP28	
Code 5D970		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) SEE SECTION G							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: 6 It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Exercise Option							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) JOHN M. HOPFNER HOPFNERJ@TACOM.ARMY.MIL (810)574-7070			
15B. Contractor/Offeror (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Track & Suspension Surge

PURPOSE OF MODIFICATION: Exercise Option

PRIOR CONTRACT AMOUNT: \$ 116,975.00

AMOUNT THIS ACTION: \$ 15,738.00

TOTAL CONTRACT AMOUNT: \$ 132,713.00

The purpose of this modification is to partially exercise the option as provided in Paragraph H.1.1 to add 172 hours of support and incorporate the clause entitled "Reporting of Contractor Manpower Data Elements", FAR 52.237-4666 (Jan/2001).

This is a bilateral modification.

The contract is therefore modified as follows:

1. Section B is updated to reflect the incorporation of Work Directives MTU-003 (40 hrs) and MTU-004 (132 hrs).
2. Section G is updated to incorporate the applicable accounting data and to incorporate the clause entitled "Reporting of Contractor Manpower Data Elements", FAR 52.237-4666 (Jan/2001).
3. As a result of this Modification P00001, the total contract amount is increased by \$15,738.00, from \$116,975.00 to \$132,713. The funding breakout for this action is summarized below:

<u>CLIN 0001</u>	<u>PREVIOUS CONTRACT AMOUNT</u>	<u>AMOUNT THIS ACTION</u>	<u>TOTAL AMOUNT</u>
Total Estimated Cost:	\$ 116,975.00	\$ 15,738.00	\$ 132,713.00
CLIN 0002(Cost Only)			
Material:	\$ 4,500.00	\$ -0-	\$ 4,500.00
Travel:	\$ 7,250.00	\$ -0-	\$ 7,250.00

4. Except as specifically provided for in this Modification P00001, all other terms and conditions of Contract DAAE07-00-C-L052 as previously modified remain unchanged and in full force and effect.

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Name of Offeror or Contractor: MICHIGAN TECHNOLOGICAL UNIVERSITY

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>SERVICES LINE ITEM</u> SECURITY CLASS: Unclassified (End of narrative B002)			Total Estimated Cost: \$120,963.00	
0001AC	<u>SERVICES LINE ITEM</u> NOUN: TST OF STD T130 BUSHING SECURITY CLASS: Unclassified PRON: E112C161EH PRON AMD: 02 ACRN: AC AMS CD: 633005 DD MTU-003 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE SECTION F \$ 3,660.00				\$ 3,660.00
0001AD	<u>SERVICES LINE ITEM</u> NOUN: TESTING STD T154 SOLID PIN SECURITY CLASS: Unclassified PRON: E112V014EH PRON AMD: 01 ACRN: AD AMS CD: 622601 DD MTU-004 (End of narrative B001) <u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination <u>Deliveries or Performance</u> DLVR SCH PERF COMPL REL CD QUANTITY DATE 001 0 SEE SECTION F \$ 12,078.00				\$ 12,078.00

B.1 ESTIMATED COST AND PAYMENT

B.1.1 The estimated cost for performance of the work under this contract is set forth in the Schedule, Section B. In consideration of performance of the work specified under each CLIN, the Government anticipates paying the Contractor the Estimated Cost amount shown. The amount shown initially includes the basic contract effort, and will be revised by the Government as appropriate to incorporate any options exercised. The estimated cost of CLIN 0001 shall constitute the estimated cost for the purpose of the Contract Clause entitled "Limitation of Cost", but neither the Government nor the Contractor guarantee the accuracy of said estimates.

B.1.2 Allowable cost shall be determined, and payment thereof shall be provided, in accordance with the Contract Clause here of entitled "Allowable Cost and Payment".

B.2 FUNDING

B.2.1 The Contractor shall notify the Government in accordance with the Contract Clause hereof entitled "LIMITATION OF COST", whenever there is reason to believe that the funds allotted to this Contract by Work Directive are either insufficient or excessive for the performance of the work required.

B.2.2 Work Directives shall be executed in accordance with the negotiated amounts below:

			Material	Travel
	<u>Hours</u>	<u>Cost/Hour</u>	<u>Ceiling</u>	<u>Ceiling</u>
Base Hours	10,000	\$91.50	\$41,129.00	\$136,287.00
Base Hours Available:	8,678			
CurrentLevel of Effort:	1,322			
Material Obligated to Date:	\$4,500.00		Travle Obligated to Date:	\$7,250.00

*** END OF NARRATIVE B 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO		PRIOR AMOUNT	AMOUNT		AMOUNT
0001AC	E112C161EH	AC	2	\$	0.00	\$	3,660.00	\$ 3,660.00
	633005 DD		12C161					
0001AD	E112V014EH	AD	2	\$	0.00	\$	12,078.00	\$ 12,078.00
	622601 DD		12V014					
NET CHANGE					\$		15,738.00	

SERVICE	NET CHANGE			ACCOUNTING	INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION		STATION	AMOUNT
Army	AC	21 12040000016D7675P633005255Y	S20113	W56HZV	\$ 3,660.00
Army	AD	21 12040000016D7675P622601255Y	S20113	W56HZV	\$ 12,078.00
NET CHANGE					\$ 15,738.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		OF AWARD		AMOUNT		OBLIG AMT
NET CHANGE FOR AWARD:	\$	116,975.00	\$	15,738.00	\$	132,713.00

Status	Regulatory Cite	Title	Date
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G-1 ADDED 52.237-4666 REPORTING OF CONTRACTOR MANPOWER DATA ELEMENTS JAN/2001

(a) Scope. The following sets forth contractual requirements, and related policies and procedures, for reporting of contractor labor work year equivalents (also called Contractor Man-year Equivalents (CMEs)) in support of the Army, pursuant to 10 U.S.C. 129a, 10 U.S.C. 2461(g), and Section 343 of Public Law 106-65. Reporting shall be accomplished electronically by direct contractor submission to a secure Army Web Site:
[https:// contractormanpower.us.army.mil/](https://contractormanpower.us.army.mil/) <<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=https://contractormanpower.us.army.mil/>>.

(b) Purpose. The purpose of this reporting requirement is to respond to Congressional requests; significantly improve reports to Congress and to internal Army manpower and force management planners and decisionmakers; and, to broadly quantify the extent of CMEs used to support Army operations and management under the Federal Supply Class and Service Codes for ``Research and Development'' and ``Other Services and Construction.'' The Army's objective is to collect as much significant CME data as possible to allow accurate reporting to Congress and for Army planning purposes. The reporting data elements should not be viewed as an ``all or nothing'' requirement. Even partial reporting, e.g., direct labor hours, appropriation data, place of performance, Army customer, etc., will be helpful.

(c) Applicability. This reporting requirement applies only to services covered by Federal Supply Class or Service codes for ``Research and Development,'' and ``Other Services and Construction.'' If the contractor is uncertain of the coding of the services performed under this contract/order, or the scope and frequency of reporting, guidance may be obtained from the Army Web Site Help Desk, other HQDA contacts cited at the Web Site, or from the contracting officer. Classified contract actions are not, per se, exempt from this requirement. Report submissions shall not contain classified information.

(d) Requirements. The contractor is required to report the following contractor manpower information, associated with performance of this contract action in support of Army requirements, to the Office, Assistant Secretary of the Army (Manpower and Reserve Affairs), using the secure Army data collection web-site at [https:// contractormanpower.us.army.mil/](https://contractormanpower.us.army.mil/):
<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=https://contractormanpower.us.army.mil/>:>

(1) Direct Labor. Direct labor hours and the value of those hours;

(2) Indirect Labor. Composite indirect labor hours associated with the reported direct hours, and the value of those indirect labor hours plus compensation related costs for direct labor hours ordinarily included in the indirect pools; or two distinct, relevant annual composite or average indirect labor rates. If used in lieu of raw indirect labor hours and the value of those indirect hours, the rates may be annualized average estimates for the reporting contractor and need not be developed for each reporting period.

(i) Composite Indirect Rate for Indirect Manhours. If provided, the composite indirect labor rate will be used to grossly estimate the number of indirect hours associated with services reported in each period, when multiplied by the reported direct labor hours.

(ii) Composite Indirect Rate for Compensation Value. If provided, a different composite indirect labor rate will be used to grossly estimate the value of compensation related charges not included in the value of direct labor charges, when multiplied by the reported direct labor value. This rate shall include: salaries and wages for indirect labor hours; directors' fees; bonuses (including stock); incentive awards; employee stock options; stock appreciation rights; employee insurance, fringe

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benefits (e.g., vacation, sick leave, holidays, military leave, supplemental unemployment benefit plans); contributions to pension plans (defined benefit, defined contribution); other post-retirement benefits, annuity, and employee incentive compensation and deferred compensation plans; early retirement plans; off-site pay; incentive pay; hardship pay; severance pay; and COLA differential;

(iii) Actual Estimated Indirect Labor Hours and Value(s). Contractors may choose to report estimated total hours and dollars for indirect labor (related to the reported direct labor) and compensation charges not reported as direct labor charges (as opposed to providing average composite rates). Either method chosen should be consistently reported.

(e) Reporting Exemption(s). In the rare event the contractor is unable to comply with these reporting requirements without creating a whole new cost allocation system or system of records (such as a payroll accounting system), or due to similar insurmountable practical or economic reasons, the contractor may claim an exemption to at least a portion of the reporting requirement by certifying in writing to the contracting officer the clear underlying reason(s) for exemption from the specified report data elements, and further certifying that they do not otherwise have to provide the exempted information, in any form, to the United States Government. This certification is subject to audit and potential legal action under Title 18, United States Code. The contractor may not claim an exemption on the sole basis that they are a foreign contractor; that services are provided pursuant to a firm fixed price or time and materials contract or similar instrument; or on the basis that they have sub-contracted their payroll system, or have too many subcontractors. If the contracting officer, by written notice, determines that the "self-exemption" is lacking in basis or credibility, the contractor shall comply with the subsequent direction of the contracting officer, whose decision is final in this matter.

(f) Uses and Safeguarding of Information. The information submitted will be treated as contractor proprietary information when associated with a contractor name or contract number. The Assistant Secretary of the Army (Manpower and Reserve Affairs) will oversee the aggregation of this information and will exclude contract number and contractor name from any use of this data (except as necessary for internal Army verification and validation measures). The planning factor(s) derived from this data by ASA (M&RA) and its contract support (if any) will be used solely for Army manpower planning purposes and will not be applied to any specific acquisition(s). Detailed data by contract number and name will not be released to any Governmental entity other than ASA (M&RA), except for purposes of assessing compliance with the reporting [[Page 81362]] requirement itself, and will only be used for the stated purposes (reporting and planning). Any potentially sensitive data released within the Army or to its contractor will be clearly marked as Contractor Proprietary. Non-sensitive roll-up information may eventually be published for public inspection after such data has been validated as deemed appropriate.

(g) Sub-Contractor(s). The contractor shall ensure that all reportable sub-contractor data is timely reported to the data collection web site (citing this contract/order number). At the discretion of the prime contractor, this reporting may be done directly by subcontractors to the data collection site; or by the prime contractor after consolidating and rationalizing all significant data from their sub-contractors.

(h) Report schedule. The contractor is required to report the required information to the Office of the Assistant Secretary of the Army (Manpower and Reserve Affairs) data collection web site generally contemporaneous with submission of a request for payment (for example, voucher, invoice, or request for progress payment), but not less frequently than quarterly, retroactive to October 1, 1999, or the start of the contract/order, whichever is later. Deviation from this schedule requires approval of the contracting officer.

(i) Reporting format. The information required should be reported electronically to the M&RA data collection point, at <https://contractormanpower.us.army.mil> <<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=https://contractormanpower.us.army.mil>>. This web site identifies and explains all the mandatory data elements and format required to assure reliable and consistent collection of the data required by law, and includes, but is not limited to, identification of the information collected pursuant to Sec. 668.2(d)(1) and (2) as related to:

(1) Reporting to Congress or Army Leadership. Data elements required for reports to Congress and Army manpower planning, such as: the applicable federal supply class or service code, appropriation data (and estimated value for each appropriation where more than one appropriation funds a contract), major Army organizational element receiving or reviewing the work, and place of performance/theater of operation where contractor performs the work.

(2) Data Credibility. Data elements required for purposes of assuring credible and consistent reporting and general compliance with the reporting requirement, such as: beginning and ending dates for reporting period; contract number (including task or delivery order number); name and address of contracting office; name, address and point of contact for contractor; and total estimated value of contract.

(j) Reporting Flexibility. Contractors are encouraged to communicate with the help desk identified at the data collection web site to resolve reporting difficulties. The web site reporting pages include a "Remarks" field to accommodate non-standard data entries if needed to facilitate simplified reporting and to minimize reporting burdens arising out of unique circumstances. For example, contractors may use the remarks field to identify multiple delivery orders associated with a single data submission or record, so long as the contract number, federal supply or service code, major Army organizational element receiving or reviewing the work, and contracting office are the same for the reporting period for that set of delivery orders, rather than entering a separate data submission or record for each individual delivery order. Subcontract data may also be consolidated in a single report for a reporting period. Other changes to facilitate reporting may be authorized by the contracting officer or the Help Desk (under Army policy direction and oversight).

\End of provision)